

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 03-094**

**The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid  
for:**

**70' POLE WITH A CAMERA LOWERING DEVICE**

**Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon  
Wednesday, March 26, 2003, in the office of the Purchasing Agent, Suite 200, K Street Complex,  
Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened  
and read at the K Street Complex.**

**Bidders should take caution if U.S. mail or mail delivery services are used for the submission  
of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division,  
prior to the time and date specified above.**

## **SPECIFICATION 03-094**

### **70' POLE WITH A CAMERA LOWERING DEVICE**

#### **1. SCOPE**

- 1.1 The camera lowering system shall be designed to support and lower an Ultrak Ultradome KD6 Weather Dome Camera, lens, housing, PTZ mechanism, cabling, connectors and other supporting field components without damage or causing degradation of camera operations.
  - 1.1.1 Pole shall be wired with 100' of cable to operate a KD6.
  - 1.1.2 Shall have all adapters and connectors for mounting a KD6.
- 1.2 The camera lowering system device and the pole shall be considered a single unit or system.
- 1.3 The lowering system shall consist of a pole, suspension contact unit, divided support arm and a pole adapter for attachment to a pole top tenon, pole top junction box and camera connection box.
- 1.4 The divided support arm and receiver brackets shall be designed to self-align the contact unit with the pole center line during installation and insure the contact unit cannot twist under high wind conditions.
- 1.5 Round support arms are not acceptable.
- 1.6 The camera-lowering device shall withstand wind forces of 80 mph with a 30 percent gust factor using a 1.65 safety factor. The lowering device manufacturer, upon request, shall furnish independent laboratory testing documents certifying adherence to the stated wind force criteria utilizing, as a minimum effective project area (EPA), the actual EPA or an EPA greater than that of the camera system to be attached.
- 1.7 The camera-lowering device to be furnished shall be the product of manufacturers with a minimum of 2 years of experience in the successful manufacturing of such systems.
- 1.8 1 EA 70' camera lowering system shall be provided.
- 1.9 Price is F.O.B., Lincoln, Nebraska.

#### **2. NON-COMPLIANCE STATEMENT**

- 2.1 Any and all exceptions to this specification must be written on or attached to the bid submitted.
  - 2.1.1 Non-compliance can void your bid at the sole discretion of the City of Lincoln.
- 2.2 The submission of a bid shall be considered an agreement to all the terms, specifications and conditions provided herein.

#### **3. DELIVERY**

- 3.1 Between 8:00 a.m. and 4:00 p.m. daily, with the exceptions of Sunday, Saturday and holidays.
- 3.2 Vendor must notify Engineering Services a minimum of 48 hours prior to delivery on workday basis at (402) 441-7564.
- 3.3 Equipment shall be delivered to 901 North 6th Street, Lincoln, Nebraska.
- 3.4 The successful bidder shall deliver the product order within 5 weeks after receipt of the purchase order.

#### **4. SUSPENSION CONTACT UNIT**

- 4.1 Shall have a load capacity of 200 lbs. with a 4 to 1 safety factor.
- 4.2 Shall have a locking mechanism between the fixed and moveable components of the lowering device.
- 4.3 Moveable assembly shall have a minimum of 2 latches.
- 4.4 Latching mechanism shall securely hold the device and its mounted equipment.
- 4.5 Shall operate by alternately raising and lowering the assembly using the winch and lowering cable.
- 4.6 All weight shall be removed from the lowering cable when the assembly is latched.
- 4.7 The fixed unit shall have a heavy duty cast tracking guide and means to allow latching in the same position each time.
- 4.8 The components of the lift unit support system shall be designed to preclude the lifting cable from contacting the power, video cable and the camera control cables.

- 4.9 The only cable permitted to move within the pole or lowering device during lowering or raising shall be the stainless steel lowering cable.
  - 4.9.1 All other cables shall remain stable and secure during this operation.
- 4.10 The contact unit housing shall be weather proof with a gasket provided to seal the interior from dust and moisture.
- 4.11 The current carrying male contacts shall be 1/8 inch in diameter.
- 4.12 There shall be two male contacts that are longer than the rest which make first and break last providing optimum grounding performance.
- 4.13 There shall be a minimum of 14 contacts.
- 4.14 The current carrying female contacts shall be 1/8 inch I.D.
  - 4.14.1 All of the contacts shall be recessed 0.125 inch from the face of the connector.
  - 4.14.2 Cored holes in the rubber measuring 0.25 inches in diameter and 0.125 inches deep molded into the connector body are centered on each contact on the face of the connector to create rain-tight seals when mated with the male connector.
- 4.15 The current carrying and signal wires shall be constructed of #18/1 AWG hypalon jacketed wire.
- 4.16 The contacts shall be self-wiping with a shoulder at the base of each male contact so that it will recess into the female block, thereby giving a rain-tight seal when mated.

5. **LOWERING TOOL**

- 5.1 Camera-lowering device shall be operated by use of a portable lowering tool.
  - 5.1.1 One shall be provided with this bid.
- 5.2 Shall have an adapter for operating a portable drill with clutch mechanism.
- 5.3 Shall have a safety clutch.
- 5.4 Shall provide a means to prevent freewheeling when loaded.
- 5.5 Shall be equipped with a positive breaking mechanism to secure the cable reel and prevent freewheeling during operation.
- 5.6 Shall have a variable speed industrial, heavy-duty, reversible electric drill motor provided with this bid.
- 5.7 Shall identify any other tools necessary that have not been stated and list cost of such.

6. **MATERIALS**

- 6.1 All pulleys for the camera lowering device and portable lowering tool shall have sealed, self-lubricated bearings, oil tight bronze bearings or sintered bronze bushings.
  - 6.1.1 The lowering cable shall be a minimum 1/8 inch diameter stainless steel aircraft cable with a minimum breaking strength of 1740 lbs with (7) strands of 19 wire each.
- 6.2 All electrical and video coaxial connections between the fixed and lowerable portion of the contact block shall be protected from exposure to the weather by a waterproof seal to prevent degradation of the electrical contacts.
- 6.3 The electrical connections between the fixed and movable lowering device components shall be designed to conduct high frequency data bits and one (1) volt peak-to-peak video signals as well as the power requirements for operation of dome environmental controls.
- 6.4 The interface and locking components shall be made of stainless steel and/or aluminum.
  - 6.4.1 All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.

7. **CAMERA LOWERING SYSTEM POLE**

- 7.1 Design - Design shall be in accordance with the 1994 AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
  - 7.1.1 Minimum loading requirements shall be based on an isotach wind velocity for the area of installation according to the 1994 AASHTO isotach wind chart with a 1.3 gust factor.
  - 7.1.2 Calculations and detailed drawings shall be submitted demonstrating compliance with the AASHTO specification.
- 7.2 Fabricator - The Fabricator shall be certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program.
  - 7.2.1 Proof of this certification shall be required prior to bid opening to ensure that the fabricator has the personnel, organization, experience, procedures, knowledge, equipment, capability and commitment to fabricate quality pole structures.

- 7.3 Welding - All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) D1.1 Structural Welding Code.
- 7.3.1 Tackers and welders shall be qualified in accordance with the code.
- 7.3.2 Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with automatic processes and be visually inspected.
- 7.3.3 Longitudinal welds suspected to contain defects shall be magnetic particle inspected.
- 7.3.4 All circumferential butt-welded pole and arm splices shall be ultrasonically or radiographically inspected.
- 7.4 Performance Calculations - The pole shall be designed to support the specified camera and accessories. Close consideration must be given to the effective projected area of the complete lowering system and camera equipment to be mounted on the pole along with the weight when designing the pole to meet the specified deflection performance criteria.
- 7.4.1 The pole top deflection shall not exceed one inch in a 30 mph (non-gust) wind.
- 7.4.2 The calculations shall include a pole, base plate and anchor bolt analysis.
- 7.4.3 The pole calculations shall be analyzed at the pole base, at 5 feet pole intervals/segments and at any other critical pole section. At each of these locations, the following information shall be given.
- 7.4.3.1 The pole's diameter, thickness, section modulus, moment of inertia and cross-sectional area.
- 7.4.3.2 The centroid, weight, projected area, drag coefficient, velocity pressure and wind force of each pole segment.
- 7.4.3.3 the axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress and combined stress ratio (CSR).
- 7.4.3.4 The pole's angular and linear deflection.
- 7.5 Pole Shaft - The pole shaft shall be one piece construction up to 50 feet in length.
- 7.5.1 Shall conform to ASTM A595 Grade A with minimum yield strength of 55 ksi or ASTM A572 with a minimum yield strength of 65 ksi.
- 7.5.2 Poles greater than 50 feet in length shall be of two-piece construction.
- 7.5.3 The shaft shall be round or 16-sided with a 4 inch corner radius, have a constant linear taper of 0.14 in/ft.
- 7.5.3.1 Shall only have one longitudinal seam weld.
- 7.5.4 Circumferential welded tube butt splices and laminated tubes are not permitted.
- 7.5.5 Longitudinal seam welds within 6 inches of complete penetration pole to base plate welds shall be complete penetration welds.
- 7.5.6 The shaft shall be hot dip galvanized.
- 7.6 Hand Holes - The hand hole opening shall be reinforced with a minimum 2-inch wide hot rolled steel rim.
- 7.6.1 The nominal outside dimension is 6 inches x 27 inches.
- 7.6.2 The hand hole shall have a tapped hole for mounting the portable winch.
- 7.7 Pole Top Tenon - The pole shall have a custom plate mounted tenon that allows the field modification of the arm/camera orientation up to 360 degrees. With this design, the engineer can make slight orientation modifications to the camera mount to allow optimum viewing in case of future road development, change in terrain or a change in the viewing needs priority.
- 7.7.1 The tenon shall have mounting holes and slot as required for the mounting of the camera-lowering system.
- 7.7.1.1 Each slot shall be parallel to the pole centerline for mounting the lowering device.
- 7.7.2 The tenon shall be of dimensions necessary to facilitate camera lowering device component installation.
- 7.8 Cable Supports / Electrical Cable Guides and Parking Stand (Eyebolts) - Top and bottom electrical cable guides shall be located within the pole aligned with each other as referenced in the drawings.
- 7.8.1 One cable guide shall be positioned 2 inches below the hand hole and other shall be positioned 1 inch directly below the top of tenon.
- 7.8.2 A parking stand shall be positioned 2.75 inches below the top of the hand hole.

- 7.9 Base Plate - Base plates shall conform to ASTM A36 or A572 Grade 42.
  - 7.9.1 Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration butt weld with backup bar.
  - 7.9.2 Plates shall be hot dip galvanized.
- 7.10 Anchor Bolts - Anchor bolts shall conform to the requirements of ASTM F1554 Grade 55.
  - 7.10.1 At a minimum, the upper 12 inches of the bolts shall be hot dip galvanized per ASTM A153.
  - 7.10.2 Each anchor bolt shall be supplied with two hex nuts and two flat washers.
  - 7.10.3 The strength of the nuts shall equal or exceed the proof load of the bolts.

8. **DEMONSTRATION**

- 8.1 The City may require a demonstration of the equipment being considered.
- 8.2 The bidder will demonstrate such features, attachments and accessories as are called for in these specifications to the satisfaction of the City of Lincoln.
  - 8.2.1 Failure to comply with a demonstration request will void your bid.
- 8.3 Vendor shall supply at least three references for systems supplied to other communities with the same climate as Lincoln and been in operation for one year or greater.
  - 8.3.1 References shall include name, address, phone number and contact person.

9. **MISCELLANEOUS**

- 9.1 The bidders will submit with their proposal a list of any special tools they will furnish with each machine.
- 9.2 Dealer's decal, stickers or other signs shall not be affixed to units;
  - 9.2.1 Manufacturer's nameplates, stampings and other similar signs are acceptable.

10. **MANUALS**

- 10.1 Operator's manual must accompany each unit delivered.
- 10.2 All manual(s) must be furnished and delivered to Engineering Services prior to payment.
  - 10.2.1 Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.

11. **TRAINING**

- 11.1 The lowering device manufacturer shall furnish a factory representative to assist the electrical contractor with the assembly and testing of the first lowering system onto the pole assembly.
- 11.2 The manufacturer shall furnish the City Traffic Engineer documentation certifying that the electrical contractor and the City's maintenance personnel have been instructed on the installation, operation and safety features of the lowering device.

12. **WARRANTY**

- 12.1 Manufacturer's warranty shall apply and shall be in effect for at least two years from the date the equipment was placed in service.
- 12.2 Vendor shall be responsible for all repairs including parts and labor during this warranty period.
- 12.3 One copy of the manufacturer's standard warranty shall be furnished with the quotation.

13. **RESERVATIONS**

- 13.1 The City of Lincoln reserves the right to accept and/or reject any or all proposals or parts of proposals when in the City's judgement, the public interest will be served thereby.
- 13.2 The City reserves the right to waive formalities or technicalities in proposals as the interest of the City requires.
- 13.3 The City reserves the right to increase or decrease the quantities to be purchased at the prices proposed.
- 13.4 The City will assume no responsibility for oral interpretations/suggestions or instructions.
  - 13.4.1 All official correspondence in regard to this proposal shall be directed to and will be issued by the Purchasing Agent.

**PROPOSAL**  
**SPECIFICATION NO. 03-094**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, MARCH 26, 2003**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

1	each	70 foot pole with a Camera lowering Device.	\$	
		Manufacturer		Model

**The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.**

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-094**

**COMPANY NAME**

**BY (Signature)**

**STREET ADDRESS or P.O. BOX**

**(Print Name)**

**CITY, STATE**      **ZIP CODE**

**(Title)**

**TELEPHONE No.**      **FAX No.**

**(Date)**

**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

## ESTIMATED DELIVERY DAYS

## E-MAIL ADDRESS

## TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-



complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.